GENERAL TERMS AND CONDITIONS OF SALE

Reservation of accommodations or pitches by individuals

Contact details of the Provider:

- Camping Bonporteau
- SAS Camping Bonporteau, siret number 919 692 392 00021
- 208, chemin du train des pignes, 83240 Cavalaire-sur-Mer, France
- www.bonporteau.fr
- +33 4 94 64 03 24
- contact@bonporteau.fr

DEFINITIONS:

BOOKING or **RESERVATION** or **RENTAL**: Purchase of Services.
SERVICES: seasonal rental of camping accommodation or pitches.
ACCOMMODATION: Tent, caravan, mobile home and transportable and demountable holiday accommodation.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale (the "Terms and Conditions") apply without restriction or reservation, to any camping accommodation or pitch Rental on the grounds of the campsite Bonporteau, operated by SAS Bonporteau (the "Provider"), to non-professional customers (the "Customers" or the "Customer"), on its website www.bonporteau.fr or by telephone, post or electronic mail (e-mails), or from a location where the Provider markets its Services.

The Services' main characteristics are presented on the website www.bonporteau.fr or in written form - paper or electronic - if the Reservation/Booking is made offline.

The Customer is required to take note of them before finalizing its Booking. The choice and purchase of a Service is the sole responsibility of the Customer.

The present Terms and Conditions apply to the exclusion of any other terms and conditions of the Provider, namely those applicable to other marketing channels for the Services.

These Terms and Conditions are accessible at any time on the website and shall prevail, if applicable, over any other version or any other contractual document. The version applicable to the Customer is the one in effect on the website or communicated by the Provider on the date the Customer makes its Booking.

Unless proven otherwise, the data recorded in the Provider's IT system constitutes proof of all transactions concluded with the Customer.

Under the conditions defined by the French Data Protection Act ("*Loi informatique et liberés*") and the European Data Protection Regulation, if data processing is not essential for carrying out the Booking and the stay as well as for its consequences, the Customer has, at any time, the right to access, rectify and oppose all its personal data in writing with proof of identity to the following address:

Camping Bonporteau

208, chemin du train des pignes,

83240 Cavalaire-sur-Mer

The Customer declares to have read these Terms and Conditions, as well as the General Terms and Conditions of Use of the website www.bonporteau.fr, and to have accepted them either by ticking the box provided for this purpose before completing the online Booking, or, in the case of an offline Reservation, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Customer selects on the website, or provides on any document made available by the Provider, the Services he wishes to book, according to the following terms and conditions:

The Customer selects on the website the Services he wishes to book.

In order to be fully informed about the Services offered, a website and paper catalogue of the Services are available to the Customer; he can also obtain information about the Services from the Provider's reservation agents by telephone [00.33.4.94.64.03.24], fax or e-mail [contact@bonporteau.fr].

The Customer itself selects, on the day of Reservation, the Services he wishes to book.

By validating its Reservation, the Customer acknowledges the components of the Services, the destination, the price and the terms and conditions of the Reservation, as well as the characteristics of the stays and Accommodations.

He acknowledges having requested and obtained all the information necessary to make its Reservation in full knowledge of the facts and under its own responsibility.

The Reservation is registered on the website when the Customer accepts the present Terms and Conditions by ticking the box provided for this purpose and validates its Reservation. This validation implies acceptance of the entirety of these Terms and Conditions and constitutes proof of the sales contract.

The Reservation will only be deemed confirmed after:

- the Provider has sent the Customer a confirmation accepting the Reservation by e-mail, and
- the Customer has made payment according to the applicable terms and conditions of its offer.

The Customer undertakes not to take up residence or engage in any professional activity on the campsite Bonporteau.

The Customer is responsible to verify the accuracy of the Booking and to immediately report any errors to the Provider.

All Bookings placed on the website www.bonporteau.fr constitute a contract concluded remotely between the Customer and the Provider.

All Bookings are personal and may not be transferred under any circumstances.

ARTICLE 3 – PRICES

The Services offered by the Provider are provided at the rate in effect on the Site. The Service rate is shown in euros (€), VAT and current other taxes included.

Our rates are subject to change in the event of an increase in the rates of taxes to which our stays are subject.

Rates take account of any reductions or promotions that are granted by the Provider under the conditions set out on the Site. These rates are firm and final on the date of booking.

The Provider states that the rates are dynamic and change as the season progresses, allowing the Client to benefit from the most advantageous price on the day of their reservation.

The posted price, preceded by the word "from", is the most advantageous price available during the period the establishment is open.

This tariff will be increased by a combination of two criteria:

- Depending on the period booked and the occupancy level of the establishment, a dynamic multiplier coefficient specific to each period will be applied;
- Advance booking offers a bonus, which cannot bring the rate below the reference rate (posted tariff).

Taking into account the above and the active role of the Client in the determination of the tariff applicable to their stay which is a function of the anticipated reservation delay, the Company Camping Bonporteau cannot in any case be held responsible for a difference in cost between two stays reserved for the same period.

Prices do not include processing and administrative fees, which are invoiced in addition, under the terms and conditions indicated on the website www.bonporteau.fr or in the information (post, e-mail, ...) communicated beforehand to the Customer and calculated prior to Booking is made.

The Customer must pay the total amount of purchase, which includes these fees.

An invoice is prepared by the Provider and given to the Customer at the latest upon payment of the balance.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the municipality / council, is not included in the prices. Its amount is determined per person and per day and varies according to the destination. This tax must be paid when paying for the Service and is shown separately on the invoice.

ARTICLE 4 - PAYMENT TERMS

4.1. ADVANCE PAYMENT

Amounts paid as deposits are considered advance payments. They will be credited against the total price payable by the Customer.

When Booking, the Customer must make an advance payment corresponding to 40 % of the total price of the Services booked and provided. The total price must be paid upon receipt of the definite Rental contract and attached to the copy to be returned. This amount will be deducted from the total price of the Booking.

Depending on the date of cancellation, part of the advance payment will be refunded as follows:

- 60 % if the cancellation is made after the Reservation date and 30 days prior to the arrival date;
- no refund if the cancellation is made less than 30 days prior to the arrival date.

The balance of the stay must be paid in full 30 days prior to the arrival date (failing this the Rental will be cancelled).

4.2. PAYMENTS

Payments are made exclusively via a secure server under the following conditions:

- by credit cards: Carte Bleue, Visa, MasterCard

- by bank cheques. Cheques not sent by registered post and not received by campsite Bonporteau are the responsibility of the Customer.

- by bank transfer,

- by French holiday vouchers (*"chèques vacances"*) (no change will be given if the total amount of the holiday vouchers is higher than the total price of the Reservation). Cheques not sent by registered post and not received by campsite Bonporteau are the responsibility of the Customer.

Payment by credit card is irrevocable except in the event of fraudulent card use. In this case the Customer may request payment cancellation and ask for a refund of the respective amounts.

In the case of payment by bank cheque, cheques must be issued by a credit institution established in metropolitan France or Monaco.

Cheques will be cashed upon receipt.

Any delay in payment shall give rise, by operation of law, to the imposition of a lump-sum compensation fee of forty (40) euros. In addition, in the event of non-compliance with the aforementioned payment terms and conditions, the Provider reserves the right to cancel the performance of the Services reserved by the Customer.

Payments made by the Customer shall not be deemed to have been made until the Provider has actually collected the amounts due.

When making payment, the reference number must always be indicated as it appears in the Provider's Reservation confirmation.

ARTICLE 5 - PERFORMANCE OF THE SERVICES

5.1. PROVISION AND USE OF THE SERVICES

The Accommodation or pitch may be occupied from 3 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

The balance of the stay must be paid in full 30 days before the date of arrival (failing this the Rental will be cancelled).

The Accommodation and pitches are made available for Rental for a given number of people and may not, under any circumstances, be occupied by a greater number of people.

Accommodations and pitches must be returned in the same state of cleanliness as they were on arrival. If the tenant fails to comply, an additional sum of 150 € will be paid by the tenant to cover cleaning costs. Any damage to the Accommodation or its equipment will result in immediate repairs to be borne by the tenant. The inventory carried out at the end of the Rental period must be strictly identical to that at the start of the Rental period.

5.2. DEPOSIT

For Accommodation Rentals, the Customer must pay a security deposit of 250 € when the keys are handed over; this amount will be returned to the Customer on the last day of Rental, subject to a deduction to cover repair costs.

This deposit does not constitute a limit of liability.

ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CUSTOMER

No reduction will be granted in the event of delayed arrival, early departure or change in the number of people (whether for part/the entire duration of the planned stay).

6.1. CHANGES

Any request to change the length of stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

6.2. INTERRUPTION

Early departure cannot give rise to any refund from the Provider.

6.3. CANCELLATION

If the Customer cancels a Reservation for any reason whatsoever except force majeure, after its acceptance by the Provider and less than 30 days before the

agreed Rental date, the advance payment paid at the time of Reservation, as defined in Article **4 - PAYMENT TERMS** of these Terms and Conditions, will be rightfully retained by the Provider as compensation and no refund will be granted.

In any case of cancellation, the processing and administrative fees (Article 3) will remain with the Provider.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the booked dates (forbidding total or partial access to guests, insofar as the Customer is directly concerned by the enforcement of this measure) which is decided by the public authorities and not attributable to the Provider, the amounts paid in advance by the Customer for the Reservation of its stay will be refunded within 60 days.

However, the Provider cannot be held liable for additional compensation beyond the above-mentioned refund of Reservation amounts already paid for the stay.

6.4.2. If the Customer is forced to cancel its stay completely due to government measures that make it impossible for the participant to travel (general or local lockdown, travel ban, border closures), although the campsite can fulfil its obligation and receive Customers, the Provider will, by way of derogation from the provisions of Article **6.3 CANCELLATION**,

- issue a credit note for the amounts paid by the Customer, less the processing and administrative fees (Article 3) which will remain with the Provider. This credit note, which is non-refundable and non-transferable, will be valid for 12 months.

6.4.3. - If the Customer subscribes to a specific insurance covering the risks listed in Article 6.4.2 the insurance compensation received by the Customer will be deducted from the amount of the credit note referred to in Articles 6.4.2.

ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER

7.1. CIVIL LIABILITY INSURANCE

Customers accommodated on a pitch or in an Accommodation must have subscribed a civil liability insurance. The Customer may be asked to provide a copy of the insurance policy before the start of the Service.

7.2 LOSS, THEFT, DAMAGE

The Provider cannot be held responsible for loss, theft or damage to personal belongings during the stay, whether in rental Accommodations or in car parks or communal areas.

Therefore, the Provider declines all responsibility in the event of theft, fire, bad weather, etc. or in the event of an incident which falls under the Customer's liability. The Provider also declines all responsibility for the tenant's personal belongings and valuables or for the contents of the lockers that can be rented at the reception. (Price 2020: 3 euros/day + deposit of 15 euros). These lockers, for the use of which the Customer receives a key, are left at the free disposal of the latter and are under its sole responsibility.

The Customer is advised to contact its insurance company for an extension of its personal insurance cover if necessary.

7.3. PETS

Pets are allowed for a flat fee.

They must be always supervised and kept on a leash by their owner during their stay. Any breach of hygiene or safety rules caused by the pet may lead to the Customer being expelled from the campsite.

A prefect's order prohibits the presence of pets on the beach.

The vaccination certificate for dogs and cats must be up to date. Access of first category dogs to public transport, public places, apart from public roads and premises open to the public, is strictly prohibited. Second category dogs must wear a muzzle and be kept on a leash by an adult.

7.4. CAMPSITE REGULATIONS

The campsite regulations are displayed at the entrance of the campsite and at the reception. The Customer is required to take note of them and comply with them. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE PROVIDER - WARRANTY

The Provider warrants the Customer, in accordance with the legal provisions and without additional payment, against any non-conformity or hidden defect resulting from a defect in the design or performance of the Services booked.

In order to assert its rights, the Customer must inform the Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 24 hours after the performance of the Services.

The Provider shall refund or rectify or have rectified (wherever possible) the Services found to be defective as soon as possible and no later than 3 days after the Provider has acknowledged the lack or defect. The refund shall be made by credit to the Customer's bank account or by bank cheque to the Customer.

The Provider's warranty is limited to the refund of the Services actually paid for by the Customer. The Provider shall not be held responsible nor considered as failing its obligations for any delay or non-performance due to force majeure which is usually recognized by French case law.

The Services provided through the Provider’s website **www.bonporteau.fr** comply with the French laws in force.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organisation and sale of stays or excursions on a given date or at a specified period are not subject to the withdrawal period

applicable to distance and off-premises sales under Article L221-28 of the French Consumer Code.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The processing of personal data by the Provider and author of these Terms and Conditions is based on the following legal bases:

● Either it is based on the Provider’s legitimate interest when pursuing:

- prospecting,
- Customer and prospect relationship management,
- the organisation of, registration for and invitation to the Provider’s events,
- processing, execution, prospecting, production, management and monitoring of Customers’ requests and bookings,
- drafting of documents on behalf of its Customers.

● Or it is based on the compliance with legal and regulatory obligations when implementing processing for the purpose of:

- preventing money laundering and terrorist financing and combating corruption,
- invoicing,
- accounting.

The Provider shall keep personal data only for the time necessary for the operations they were collected for and in compliance with the applicable regulations.

In this regard, Customer data for the purposes of promotion and acquisition shall be kept for the duration of the contractual relationship plus 3 years, without prejudice to obligations to preserve records or limitation periods.

Regarding the prevention of money laundering and terrorist financing, data shall be kept for 5 years after the end of the relationship with the Provider. As regards accounting, data shall be kept for 10 years after the end of the financial year.

Prospective customers’ data shall be kept for a period of 3 years if no participation or registration to the Provider's events has taken place.

The data processed is intended for the Provider’s authorized persons.

Under the terms of the French Data Protection Act (*"Loi informatique et libertés"*) and the European Data Protection Regulation, individuals have the right to access, rectify, question, limit, transfer and delete data concerning them.

Also, concerned individuals have the right, at any time, to object, on grounds relating to their particular situation, to processing of personal data, which is based on the Provider's legitimate interest, as well as to data processing for direct marketing purposes.

They also have the right to define general and specific directives in order to define how the above-mentioned rights shall be exercised after their death.

- by e-mail to the following address: contact@bonporteau.fr
- or by post to the following address: SAS camping Bonporteau 208, chemin du train des pignes 83240 Cavalaire sur mer together with a copy of a signed identity document.

Concerned individuals have the right to lodge a complaint with the French National Commission for Informatics and Freedom (*CNIL*).

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website www.bonporteau.fr belongs to the Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, partial or total use of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Provider retains all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Customer's request) for the purpose of providing Services to the Customer. Therefore, the Customer refrains from any reproduction or use of said studies, drawings, models, prototypes, etc. without the express, written and prior authorization of the Provider, who may demand financial consideration for it.

The same applies to names, logos or, more broadly, any graphic representation or text belonging to or used or distributed by the Provider.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

The present Terms and Conditions and the operations arising from them are governed by and subject to French law.

The present Terms and Conditions are originally written in French. Should they be translated into one or more foreign languages, the French language version shall prevail in the event of a dispute.

ARTICLE 13 – DISPUTES

All disputes arising from the purchase and sale transactions concluded pursuant to these Terms and Conditions, concerning their validity, interpretation, execution, termination, consequences and follow-ups and which could not be resolved between the Provider and the Customer, will be submitted to the competent courts under the conditions of common law.

The Customer is informed that, in the event of any dispute, he may resort to conventional mediation or any other alternative dispute resolution method.

In particular, the Customer may resort to the following Consumer Ombudsman free of charge:

- by electronic means: www.cm2c.net;

- or by post: *CM2C - 14, Rue Saint-Jean - 75017 PARIS, France*

ARTICLE 14 - PRECONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having received, prior to placing its Booking, in a readable and understandable manner, these Terms and Conditions and all the information and details referred to in Articles L111-1 to L111-7 of the French Consumer Code (*"Code de la consommation"*), in addition to the necessary information in application of the executive order of 22 October 2008 regarding the prior consumer information about the characteristics of campsite rental Accommodation, and in particular:

- the essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- the price of the Services and associated costs;

- information on the Provider’s identity, its address, telephone number, electronic details and its activities, if not apparent from the context;
- information relating to legal and contractual warranties and their implementation methods; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information on the terms of termination and other important contractual conditions.

Any booking by an individual (or legal entity) on the website www.bonporteau.fr implies full and complete acceptance of these Terms and Conditions, which are expressly recognized by the Customer, who waives, in particular, to avail himself of any contradictory document, which would be unenforceable against the Provider.